

5/27/2009

Commissioner Jonathan S. Adelstein
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

DOCKET FILE COPY ORIGINAL

May 20, 2009

07-51

RE: File No. MB-07-51-0001

Dear Sir:

Attached is a letter to John W. Berresford concerning a complaint filed by residents of Palm Cay, Ocala, Florida.

We believe that the intent of FCC Order 07-189 was to open the marketplace to competition in anticipation of tremendous changes in future communications technology. However these changes cannot occur if users are locked into old, obsolete technology....thus existing exclusive contracts were disallowed.

The last step in the process of moving forward must be enforcement. We at Palm Cay ask your assistance in taking this last step to resolve our situation.

Sincerely,



Frank D. Mink
5493 NW 27th Place
Ocala, Florida 34482-8750
352-369-0699

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John W. Berresford
Attorney-Advisor
Policy Division Media Bureau
Federal Communications Commission
445 12th Street, S.W. Suite 4-C831
Washington, DC 20554

May 15, 2009

RE: File No. MB-07-51-0001

Dear Mr. Berresford:

I have recently become aware of the letters to you from Davis Wright Tremaine, LLP dated November 25, 2008 and March 12, 2009 representing Cablevision of Marion County (CMC).

The FCC initially sent a request for information to Cablevision of Marion County asking for a factual response based on relevant documentation under penalty of perjury. CMC continues to make false claims and misrepresents the facts of the situation and submits irrelevant information for consideration.

I feel it is necessary to respond to some of the false statements and misrepresentations in the letters. My comments are backed up by specific documentation in previous correspondence from myself and others including a survey from the Palm Cay Committee charged with determining the actual will of the residence on the CMC issue.

Following are statements which I feel are on point in this matter.

1. The letter states "As demonstrated below, CMC has not enforced any such exclusivity provision in Palm Cay." Every homeowner is forced to pay CMC at least a minimum monthly fee of \$10.00 under threat of lien and foreclosure. Many homeowners, not satisfied with the CMC service or programming choices have contracted with satellite service in defiance of the CMC monopoly. I have submitted documentation of the truth of this statement and Roger Demary, former President of the PCHA has submitted a comprehensive survey of homeowners supporting this position.
2. The letter identifies LPA, Inc., a Florida Corporation, as a party to the current CMC claim. This is not factual. K-4 Corp sold the cable system to CMC prior to LPA, Inc acquiring the remainder of the amenities which are provided, under the Declarations, for use by residents. As a point of information the water system was also sold to an outside party around the same time and was no longer "bulk" billed through the Declarant as part of the amenity package.
3. The letter states that the agreement "could be read to provide CMC with the exclusive

right to provide television services to the residents of Palm Cay". The term **"could be read"** is false and misleading. Para 31 of the Declarations still to this day gives the sole right of providing television service to the Declarant who would "bulk bill" for this service and lien and foreclose if not paid by the homeowner. CMC is not the Declarant and has no right to force payment from home owners. CMC's claim is based on a sales contract between K-4 and CMC. No obligations under the Declaration can be changed by the sales contract.

4. The letter states that "CMC has never attempted to enforce the exclusivity portion of this agreement". That is a bald-faced lie. We have already submitted letters from CMC to homeowners demanding payment and threatening lien and foreclosure. However CMC has never, to my knowledge, ever filed any liens. Instead they threaten homeowners. This threat has weight because many of the homes in Palm Cay are owned by elderly residents on limited incomes, primarily social security, but who own their homes with no mortgage.

5. The letter states that "Palm Cay residents are required by the terms of their covenants to purchase basic service from CMC. This is a false statement. The covenants give the Declarant the sole right to demand payment from homeowners...period. If the Declarant actually reacquired the cable system then LPA, Inc would be entitled to "bulk bill" as part of the amenity package.

6. Paragraph 4 of the letter asks "originally there was exclusivity but there no longer is". Venture and Associates was the original developer and submitted a comprehensive "bulk bill" to all residents including cable service and water. When the cable system and water system were sold the bulk billing ceased and water and cable were directly billed by the new owners. The Declarant continued to "bulk bill" for the clubhouse, pool, tennis courts, and trash pickup. We have previously submitted the minutes of the PCHA meeting where Ken Kirkpatrick, Pres., LPA, Inc. reaffirmed this point.

7. The "exclusivity" claim of CMC is bogus. CMC certainly has the right to offer cable service to any resident that wishes to have CMC as a provider since CMC has the only cable system in the community. The question is one of **free choice** for residents. Changing technology has made available more choices for homeowners, yet CMC continues to demand payment whether or not their service is desired or used.

8. CMC demands payment for a "basic" package. It is literally the local channels plus a community information channel. In other words they are offering nothing that cannot be received on an antenna with a converter box. We want a better choice at a competitive price.

9. CMC has continued to abuse residents with excessive and fraudulent late charges. Attached is a bill dated 10-29-2007 stating that the late fee is \$5.00. The actual charge is \$10.00, double the monthly charge. This should be criminal.

CABLEVISION OF MARION COUNTY

62

ACCOUNT NUMBER	ACCOUNT NAME	CLOSING DATE
001-00007516	FRANK D MINK	10/29/2007

ADDRESS AT WHICH SERVICE IS PROVIDED	SERVICE PERIOD FROM TO	BILLING PHONE #	REPAIR PHONE #	SERVICE PHONE #
11216 SW 76TH TR	11/01/07 11/30/07	352-854-0408	352-854-0408	352-854-0408

INT

DATE	DESCRIPTION	AMOUNT
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	BALANCE FORWARD	70.83
10/17/07	LATE FEE	5.00
11/01/07	TAXES, FEES & CHARGES	2.02
11/01/07	BROADCAST CHANNEL SVC	10.00
11/01/07	FCC FEE	0.07
11/01/07	FLORIDA STATE SALES TAX	0.68

 A LATE FEE OF \$5.00 WILL BE ADDED TO YOUR ACCOUNT
 IF PAYMENT IS NOT RECEIVED BY THE 15TH.

 SIGN UP FOR AUTO PAY TODAY. Visit our website @ www.cvoimc.com or
www.lightningspeed.net to obtain an authorization form for checking,
 savings or credit card automatic payments. It's easy and it's FREE!!

 WATCH OUR NEW BIG TEN NETWORK PREVIEWING ON CHANNEL 20 !!
 Sign up for Digital Service before NOVEMBER 10th and receive a free
 Digital Upgrade !!

DUE DATE	PRIOR BALANCE	CHARGES	CREDITS	AMOUNT DUE
UPON RECEIPT	70.83	17.77	-0.00	88.60

PLEASE DETACH AND RETURN LOWER PORTION WITH PAYMENT

Cablevision of Marion County
 8296 SW 103rd St Rd, Suite 3
 Ocala, FL 34481-1701

CABLEVISION

of Marion County LLC

TEMP RETURN SERVICE REQUESTED

SNGLP
 FRANK D MINK
 11216 SW 76TH TR
 OCALA FL 34476

35
 6239

ACCOUNT NUMBER		SERVICE PERIOD FROM TO	
001-00007516		11/01/07	11/30/07
CLOSING DATE	DUE DATE	AMOUNT DUE	
10/29/2007	UPON RECEIPT	88.60	
SERVICE ADDRESS		AMOUNT ENCLOSED	
11216 SW 76TH TR		\$	



Cablevision of Marion County
 PO BOX 850001
 ORLANDO, FL 32885-0024



10. CMC is desperate to maintain a revenue stream from Palm Cay to retire debt and pay costs. However CMC is delinquent \$16,790.70 in personal property taxes for 2008. (Star Banner, Thursday, May 14, 2009)

11. In the letter dated March 12, 2009 from J R King, he tries to discredit the survey done by the Palm Cay committee. Mr King has attended several Palm Cay board meetings where he experienced, first hand, the objections of Palm Cay residents. He will not show up for any more meetings. If you want to verify our outrage at this situation please contact Rep Cliff Sterns for input.

12. If the current monopoly is allowed to continue the annual cost for basic service to 787 homes in Palm Cay would be \$94,440. CMC actually claims to have the right to provide substandard service and still get paid an outrageous amount plus taking our homes if we do not pay.

13. The letter dated March 12, 2009 signed by J. R King is an example of the misleading and false claims by CMC. The numerous complaints by residents to the Florida Dept of Agriculture & Consumer Services were closed because CMC refused to participate in non-binding arbitration as a way to resolve this matter.

14. CMC will continue to mislead, delay and evade FCC action unless forced to be accountable to the new Law.

I formally request a hearing by the FCC into this matter so that all parties can testify under oath on this matter. A committee of Palm Cay residents is available to testify before the FCC. Please advise when this can be scheduled.

In closing. This is America, the land of freedom to chose. If CMC is allowed to continue to collect fraudulent fees of \$94,440 per year by intimidation and fraud this makes me lose all faith in our system.

Yours truly,



Frank D. Mink
5493 NW 27th Place
Ocala, Fl 34482-8750
352-369-0699

FID MINDK
5493 NW 27th Place
Ocala, FL 34482-8750

GAINESVILLE/GNV
FL 326 1 T
21 MAY 2009 PM



Received & Forwarded
May 21

COMM JONATHAN S. ADELSEIGN
~~FCC~~
445 12th Street SW
WASHINGTON, DC 20554

